

JUN 09 2003



Michael N. Milby, Clerk of Court

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

MARK NEWBY, et al.,

Plaintiffs,

v.

ENRON CORPORATION, et al.,

Defendants

Civil Action No. H-01-3624  
And Consolidated Cases

ABBEY NATIONAL TREASURY  
SERVICES plc,

Plaintiff,

v.

CREDIT SUISSE FIRST BOSTON  
CORPORATION, et al.,

Defendants

Civil Action No. H-02-3869

ABBEY NATIONAL TREASURY  
SERVICES plc,

Plaintiff,

v.

CREDIT SUISSE FIRST BOSTON  
CORPORATION, et al.,

Defendants

Civil Action No. H-03-1241

1477

JUN 09 2003

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Michael N. Milby, Clerk of Court

INTERNATIONALE  
KAPITALANLAGEGESELLSCHAFT  
mbH, et al.

Plaintiffs,

v.

CREDIT SUISSE FIRST BOSTON  
CORPORATION, et al.

Defendants

Civil Action No. H-02-4080

INTERNATIONALE  
KAPITALANLAGEGESELLSCHAFT  
mbH, et al.

Plaintiffs,

v.

CREDIT SUISSE FIRST BOSTON  
CORPORATION, et al.

Defendants

Civil Action No. H-03-1248

**PLAINTIFFS' MOTION TO ENLARGE THEIR TIME  
TO SERVE THE SUMMONSES AND COMPLAINTS IN  
THE ABBEY NATIONAL AND INTERNATIONALE ACTIONS**

TO THE HONORABLE UNITED STATES DISTRICT COURT:

Plaintiffs in the above captioned actions *Abbey National Treasury Services plc v. Credit Suisse First Boston Corporation, et al.* (Civil Action Nos. H-02-3869 and H-03-1241) (the "Abbey National actions") and *Internationale Kapitalanlagegesellschaft mbH, et al. v. Credit Suisse First Boston Corporation, et al.* (Civil Actions Nos. H-02-4080 and H-03-1248) (the "Internationale actions"), which actions have been consolidated in the *Newby* case (Civil

Action No. H-01-3624),<sup>1</sup> file their motion to enlarge time to serve the summonses and complaints in these actions for an additional 120 days.

This is the second request by these plaintiffs for an extension of their time to serve the summonses and complaints. Plaintiffs request this second extension of time because of difficulties encountered in effectuating service on the foreign defendants in these actions, despite plaintiffs' diligent efforts to serve these defendants pursuant to the Hague Convention. Although in February 2003 all of the documents in each of the four actions were sent to the Central Authorities in England, Switzerland (Geneva and Zurich), Germany and Canada, and service was attempted, it is not clear for the reasons set forth below which actions and documents actually have been served. Accordingly, to insure proper service, plaintiffs are in the process of having each of the foreign defendants in these countries re-served with all of the documents in each of the four actions.<sup>2</sup>

Service of foreign defendants pursuant to the Hague Convention, as contemplated under Federal Rule of Civil Procedure 4(f), does not appear to be subject to the 120-day limitation for completion of service set forth in Federal Rule of Civil Procedure 4(m). *See Sang Young Kim v. Frank Mohn A/S*, 909 F. Supp. 474, 479-80 (S.D. Texas 1995) (Kent, J.)

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<sup>1</sup> The Abbey National action, Civil Action H-03-1241, was recently transferred to the Honorable Melinda Harmon on June 3, 2003 but has not yet been formally consolidated with *Newby*.

<sup>2</sup> All 21 domestic defendants in each of these four actions have already been served. The remaining 13 foreign defendants in the Abbey National actions and 14 foreign defendants in the Internationale actions are located in at least five different countries and must be served pursuant to the time-consuming requirements of the Hague Convention On The Service Abroad Of Judicial And Extra-Judicial Documents In Civil And Commercial Matters. These defendants are: Credit Suisse Group, Credit Suisse First Boston, Credit Suisse First Boston (Europe) Limited, Deutsche Bank AG, Deutsche Bank AG London, J.P. Morgan Securities Ltd., Banc of America Securities Limited, Canadian Imperial Bank of Commerce, CIBC World Markets plc, Dresdner Bank AG, Dresdner Bank AG (...continued)

(foreign service of process not subject to Rule 4's 120 day limit). To avoid unnecessary motion practice in the future, however, plaintiffs respectfully request that the Court grant their proposed Order enlarging plaintiffs' time to complete service by 120 days.

A. Background

1. These actions arise from the Enron securities fraud. In both the Abbey National actions and the Internationale actions, plaintiffs assert claims against Enron's accountants and underwriters with respect to plaintiffs' losses resulting from off-balance sheet securities issued by Enron-created Special Purpose Entities: Marlin Water Trust II 6.19% Senior Secured Notes, due July 15, 2003, and 6.31% Senior Secured Notes, due July 15, 2003. With respect to some plaintiffs in the Internationale actions, the Marlin Water Trust II Notes were repackaged in order to change the interest rate and payment period of the original Notes.

2. Each of the Abbey National actions (Civil Action Nos. H-02-3869 and H-03-1241) and each of the Internationale actions (Civil Action Nos. H-02-4080 and H-03-1248) track one another in all material respects. The only difference between each of the two Abbey National actions and each of the two Internationale actions is that, in each case, one of the actions was filed in the United States District Court for the Southern District of Texas and one of the actions was filed in the United States District Court for the Southern District of New York and then transferred by Order of the Judicial Panel on Multidistrict Litigation to the Southern District of Texas for coordinated and consolidated pretrial proceedings with other Enron-related cases pending in this district. Plaintiffs filed their actions in both the Southern District of Texas

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(continued...)

London Branch, ABN AMRO Bank N.V., Andersen Worldwide SC, and Coronets Limited Series 11.

and the Southern District of New York to insure, to the greatest extent possible, that personal jurisdiction could be obtained against all defendants.

3. The complaints in the Abbey National actions were filed in New York and in Texas on October 11, 2002 and amended complaints were filed on October 29, 2002. The complaints in the Internationale actions were filed in New York and in Texas on October 29, 2002. Presently, the 120-day limitation for the completion of service of process (as extended) expires in the Abbey National actions on June 10, 2003 and expires in the Internationale actions on June 26, 2003.<sup>3</sup>

B. Plaintiffs' Efforts To Effectuate Service On The Foreign Defendants

4. On or about November 6, 2002, plaintiffs' counsel retained the services of Interserve, an international service of process company with offices in Schenectady, New York, to arrange for the translation of each of the documents to be served with respect to each of the two Abbey National actions and each of the two Internationale actions into three different languages and to effectuate service of all of the required documents on each of the foreign defendants. *See* Declaration of Linda M. Marino in Support of Plaintiffs' Motion to Enlarge

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<sup>3</sup> Plaintiffs requested a first extension of time to effectuate service of the summonses and complaints in the Abbey National actions and the Internationale actions on February 6, 2003. Plaintiffs sought this first extension because of the significant and time consuming work involved in preparing the relevant documentation for service via the Hague Convention. In this instance, the process included the translation of voluminous documents into three different foreign languages (German, French and Dutch) and the reproduction of hundreds of thousands of pages of documents. Both this Court and the Honorable Thomas P. Griesa of the United States District Court for the Southern District of New York granted plaintiffs' requests for extensions and extended the time to serve the summons, complaint and amended complaint in the Abbey National actions until June 10, 2003 and to serve the summons and complaint in the Internationale actions until June 26, 2003.

Their Time to Serve the Summonses and Complaints in the Abbey National and Internationale Actions (“Marino Declaration”) attached here to as Exhibit A, ¶ 2.

5. From November 2002 through January 2003, the translations of all of the documents (approximately 300 pages) into three different languages were prepared by Interserve. Additionally, 60 sets of the documents to be served (a total of 720 documents) were organized and shipped to Interserve. Marino Declaration, ¶ 3. Interserve was to prepare the requisite Hague forms and transmit all of the documents along with the necessary translations in each of the actions to the appropriate Central Authorities for service on each of the foreign defendants. *Id.*

6. On February 19, 2003, plaintiffs' counsel was advised by Interserve that the documents for service had been processed in compliance with the Hague Convention On The Service Abroad of Judicial And Extra-Judicial Documents In Civil And Commercial Matters and that all documents had been transmitted to the appropriate authorities in England, Canada, The Netherlands, Switzerland and Germany. Marino Declaration, ¶ 4.

7. On March 19, 2003, Interserve informed plaintiffs' counsel that service had been effectuated in February on defendants Credit Suisse First Boston, Credit Suisse Group and Andersen Worldwide SC in Switzerland. Marino Declaration, ¶ 5. On April 2, 2003, Interserve informed plaintiffs' counsel that service had been effectuated in March on Deutsche Bank AG and Dresdner Bank AG in Germany. *Id.*

C. Information Obtained By Plaintiffs Regarding Service Of The Foreign Defendants

8. On April 8, 2003, plaintiffs' counsel was contacted by Jonathan Beemer, Esq. of White & Case, counsel for Deutsche Bank AG London, who stated that copies of the summonses and complaints in the Abbey National actions and the Internationale actions were provided to Deutsche Bank AG London but that these documents were not properly served.

Marino Declaration, ¶ 6. He believed that the documents were sent by mail and one or more of the documents was incomplete. *Id.*

9. On April 8, 2003, plaintiffs' counsel immediately wrote to Interserve and requested proof of service of all four actions on Deutsche Bank AG London so that evidence of proper service could be provided to counsel for Deutsche Bank AG London. Marino Declaration, ¶ 7. Interserve, however, failed to respond. *Id.*

10. On April 23, 2003, Nancy Ruskin, Esq. of Cadwalader, Wickersham & Taft, attorneys for Banc of America Securities Limited, informed plaintiffs' counsel that she believed that defendant Banc of America Securities Limited, too, was not properly served and that the documents that were provided did not include summonses and complaints for each of the four actions. Marino Declaration, ¶ 8.

11. Again, plaintiffs' counsel inquired of Interserve, and Interserve failed to provide a satisfactory response. Marino Declaration, ¶ 9.

12. On April 25, 2003, plaintiffs' counsel received from Interserve documents purporting to represent effective service of all documents in all four actions upon defendants Andersen Worldwide S.C., Credit Suisse First Boston, Credit Suisse Group, Credit Suisse First Boston (Europe) Limited and Deutsche Bank AG. Marino Declaration, ¶ 10. However, these documents, which do not separately list the actions and the documents that were served, may not be sufficient to establish effective service of the documents in each of the four actions on each of these defendants. *Id.*

D. Plaintiffs' Retention Of A Second Process Server  
To Re-Serve Each Of The Foreign Defendants

13. Because plaintiffs' counsel was becoming increasingly concerned regarding service on the foreign defendants and given the lack of responsiveness of Interserve, on April 24, 2003, plaintiffs' counsel contacted Legal Language Services, another international

service of process company, to request their assistance in determining the status of service on all of the foreign defendants in each of the four actions. Marino Declaration, ¶ 11.

14. At plaintiffs' counsel's request, Legal Language Services immediately began contacting the Central Authorities in England, Switzerland (Geneva and Zurich), Germany and The Netherlands to determine which documents had been served on each of the foreign defendants and to request that they provide amended certificates of service. Marino Declaration, ¶ 12. The Central Authorities in England and Geneva, however, were unable to provide amended certificates, and although the Central Authorities in Germany and Zurich did provide amended certificates, those certificates also do not firmly establish the service of each of the documents in each of the four actions and, therefore, could subject the services to challenge. *Id.*

15. While Legal Language Services was contacting the Central Authorities, plaintiffs' counsel contacted United States counsel for the foreign defendants in an effort to determine whether they had information regarding service on their foreign clients and whether they would be willing to waive insufficiency of service of process. Marino Declaration, ¶ 13. None of the attorneys confirmed proper service of their clients. Also, even though each of the foreign defendants has already been provided notice of each of the actions (copies of the summonses and complaints have been delivered to the foreign defendants at the offices of their affiliates or corporate relatives in the United States), only Deutsche Bank AG London, Banc of America Securities Limited and Coronets Limited Series 11<sup>4</sup> were willing to agree to waive insufficiency of service of process in each of the actions. *Id.*

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<sup>4</sup> Coronets Limited Series 11, a defendant in the Internationale actions only, was properly served by Legal Language Services in the Cayman Islands on April 3, 2003. Marino Declaration, ¶ 13 n.2.

16. Based on Legal Language Services' correspondence with the Central Authorities in England, Switzerland (Geneva and Zurich), Germany and The Netherlands, plaintiffs' counsel decided that the most prudent course of action was to re-serve each of the foreign defendants in each of the actions (with the exception of those defendants that waived insufficiency of service of process). Marino Declaration, ¶ 14. Accordingly, since early May 2003, Legal Language Services has been working diligently with plaintiffs' counsel to prepare all of the necessary documents to re-serve all of the foreign defendants in the two Abbey National actions and the two Internationale actions. *Id.*

17. Legal Language Services has arranged for the xeroxing of another 36 copies of each of the sets of documents (in excess of 125,000 pages of documents) and is in the process of preparing certified French, German and Dutch translations of each of the documents to be served.<sup>5</sup> Marino Declaration, ¶ 15. Legal Language Services also is in the process of completing proper Hague forms to accompany each of the sets of documents to be served on each of the defendants in each of the actions. *Id.*

18. Legal Language Services has informed us that as soon as all of the certified translations are completed, they will forward all of the documents to the appropriate Central Authorities for service on the foreign defendants. Marino Declaration, ¶ 16. They anticipate forwarding the documents to the Central Authority in England for service on the

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<sup>5</sup> Although Interserve was retained by plaintiffs' counsel to perform this work and provide these translations many months ago, Interserve has failed to provide plaintiffs' counsel with certified copies of all of the translations of all of the relevant documents, despite repeated requests. Instead, Interserve has provided uncertified copies of some, but not all, of the translations. Plaintiffs' counsel has had to scan these hard copies of the uncertified translations and forward them to Legal Language Services whose staff has spent hours editing the scanned documents and has now forwarded them to translators for their review and use in creating certified translations of each of the documents. Marino Declaration, ¶ 15 n.3.

English foreign defendants and to the Central Authority in Canada for service on Canadian Imperial Bank of Commerce within the next ten days.<sup>6</sup> *Id.*

E. Enlargement of Plaintiffs' Time To Serve the Summonses and Complaints In These Four Actions is Appropriate In This Instance

19. Federal Rule of Civil Procedure 6(b) permits the Court to order the time for service enlarged “with or without motion or notice . . . if [, as here, the] request . . . is made before the expiration of the period originally prescribed . . . .”

20. Enlargement of time is appropriate here because plaintiffs have been diligent in attempting to serve each of the foreign defendants in these actions. Shortly after filing the summonses and complaints, plaintiffs retained Interserve to translate all of the documents and arrange for service on each of the foreign defendants. Thereafter, as soon as plaintiffs became aware that there were potential problems with service on each of the foreign defendants, plaintiffs immediately took steps to remedy those problems, including undertaking to have all of the documents in each of the four actions re-served on each of the defendants.

21. Additionally, there is no prejudice to any of the foreign defendants as each of them already has received notice of these actions. Not only are their lawyers in the United States well aware of these actions against them, but, as stated above, copies of the documents also have been delivered to the foreign defendants at the offices of their corporate affiliates or their registered agents in the United States.

22. Accordingly, plaintiffs respectfully request that their motion to enlarge the time to serve the summonses, complaint, and amended complaint in the Abbey National actions

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<sup>6</sup> Because the certificates of service provided to Legal Language Services by the Central Authority in Canada also do not indicate which documents were served and in which actions, we have requested that Legal Language Services re-serve defendant Canadian Imperial Bank of Commerce as well. Marino Declaration, ¶ 16 n.4.

until October 8, 2003 and to serve the summons and complaint in the Internationale actions until October 24, 2003 be granted.

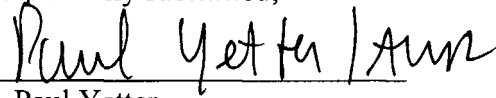
Dated: June 9, 2003

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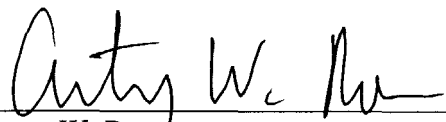
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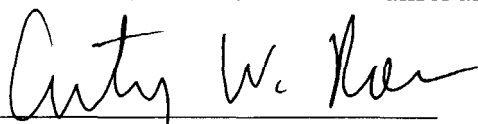
**CERTIFICATE OF CONFERENCE**

I certify that one or more opposing counsel have not responded to inquiries concerning their position on this Motion, other opposing counsel have informed plaintiffs' counsel that they do not oppose the motion, and others have informed plaintiffs' counsel that while they do not consent to the relief requested, they do not expect that they will file any opposition to plaintiffs' motion.

  
Autry W. Ross

**CERTIFICATE OF SERVICE**

I hereby certify that on this 9th day of June, 2003, a true and correct copy of the above and foregoing pleading was forwarded by facsimile to all counsel of record counsel as set forth on the attached Service List.

  
Autry W. Ross

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

MARK NEWBY, et al.,  <div style="text-align: center;">Plaintiffs,</div> v.  ENRON CORPORATION, et al.,  <div style="text-align: center;">Defendants</div>	§ § § § § § § § § § §	Civil Action No. H-01-3624 And Consolidated Cases
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ABBEY NATIONAL TREASURY SERVICES plc,  <div style="text-align: center;">Plaintiff,</div> v.  CREDIT SUISSE FIRST BOSTON CORPORATION, et al.,  <div style="text-align: center;">Defendants</div>	§ § § § § § § § § § §	Civil Action No. H-02-3869
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ABBEY NATIONAL TREASURY SERVICES plc,  <div style="text-align: center;">Plaintiff,</div> v.  CREDIT SUISSE FIRST BOSTON CORPORATION, et al.,  <div style="text-align: center;">Defendants</div>	§ § § § § § § § § § §	Civil Action No. H-03-1241
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INTERNATIONALE  
KAPITALANLAGEGESELLSCHAFT  
mbH, et al.

Plaintiffs,

v.

CREDIT SUISSE FIRST BOSTON  
CORPORATION, et al.

Defendants

Civil Action No. H-02-4080

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INTERNATIONALE  
KAPITALANLAGEGESELLSCHAFT  
mbH, et al.

Plaintiffs,

v.

CREDIT SUISSE FIRST BOSTON  
CORPORATION, et al.

Defendants

Civil Action No. H-03-1248

**DECLARATION OF LINDA M. MARINO IN  
SUPPORT OF PLAINTIFFS' MOTION TO ENLARGE THEIR  
TIME TO SERVE THE SUMMONSES AND COMPLAINTS IN  
THE ABBEY NATIONAL AND INTERNATIONALE ACTIONS**

LINDA M. MARINO hereby declares as follows:

1. I am a member of the law firm of Flemming, Zulack & Williamson, LLP, attorneys for the plaintiffs in the above captioned actions, *Abbey National Treasury Services plc v. Credit Suisse First Boston Corporation, et al.* (Civil Action Nos. H-02-3869 and H-03-1241) (the "Abbey National actions") and *Internationale Kapitalanlagegesellschaft mbH, et al. v. Credit Suisse First Boston Corporation, et al.* (Civil Actions Nos. H-02-4080 and H-03-1248)

(the "Internationale actions"). I submit this declaration in support of plaintiffs' motion for a second extension of their time to serve the summonses and complaints in these actions.

2. On or about November 6, 2002, our firm retained the services of Interserve, an international service of process company with offices in Schenectady, New York, to arrange for the translation of each of the documents to be served with respect to each of the two Abbey National actions and each of the two Internationale actions into three different languages and to effectuate service of all of the required documents on each of the foreign defendants.

3. From November 2002 through January 2003, the translations of all of the documents (approximately 300 pages) into three different languages were prepared by Interserve. Additionally, 60 sets of the documents to be served (a total of 720 documents) were organized and shipped to Interserve. Interserve was to prepare the requisite Hague forms and transmit all of the documents along with the necessary translations in each of the actions to the appropriate Central Authorities for service on each of the foreign defendants.

4. On February 19, 2003, we were advised by Interserve that the documents for service had been processed in compliance with the Hague Convention On The Service Abroad of Judicial And Extra-Judicial Documents In Civil And Commercial Matters and that all documents had been transmitted to the appropriate authorities in England, Canada, The Netherlands, Switzerland and Germany.

5. On March 19, 2003, Interserve informed us that service had been effectuated in February on defendants Credit Suisse First Boston, Credit Suisse Group and Andersen Worldwide SC in Switzerland. On April 2, 2003, Interserve informed us that service had been effectuated in March on Deutsche Bank AG and Dresdner Bank AG in Germany.

6. On April 8, 2003, we were contacted by Jonathan Beemer, Esq. of White & Case, attorneys for defendant Deutsche Bank AG London, who stated that copies of the summonses and complaints in the Abbey National actions and the Internationale actions were provided to Deutsche Bank AG London but that these documents were not properly served. He believed that the documents were sent by mail and one or more of the documents was incomplete.

7. On April 8, 2003, we immediately wrote to Interserve and requested proof of service of all four actions on Deutsche Bank AG London so that evidence of proper service could be provided to counsel for Deutsche Bank AG London. Interserve, however, failed to respond.

8. On April 23, 2003, Nancy Ruskin, Esq. of Cadwalader, Wickersham & Taft, attorneys for Banc of America Securities Limited, informed us that she believed that defendant Banc of America Securities Limited, too, was not properly served and that the documents that were provided did not include summonses and complaints for each of the four actions.

9. Again, we inquired of Interserve, and Interserve failed to provide a satisfactory response.

10. On April 25, 2003, we received from Interserve documents purporting to represent effective service of all documents in all four actions upon defendants Andersen Worldwide S.C., Credit Suisse First Boston, Credit Suisse Group, Credit Suisse First Boston (Europe) Limited and Deutsche Bank AG. However, these documents, which do not separately list the actions and the documents that were served, may not be sufficient to establish effective service of the documents in each of the four actions on each of these defendants.

11. Because we were becoming increasingly concerned regarding service on the foreign defendants and given the lack of responsiveness of Interserve, on April 24, 2003, we contacted Legal Language Services, another international service of process company, to request their assistance in determining the status of service on all of the foreign defendants in each of the four actions.

12. At our request, Legal Language Services immediately began contacting the Central Authorities in England, Switzerland (Geneva and Zurich), Germany and The Netherlands to determine which documents had been served on each of the foreign defendants and to request that they provide amended certificates of service. The Central Authorities in England and Geneva, however, were unable to provide amended certificates, and although the Central Authorities in Germany and Zurich did provide amended certificates, those certificates also do not firmly establish the service of each of the documents in each of the four actions and, therefore, could subject the services to challenge.

13. While Legal Language Services was contacting the Central Authorities, we contacted United States counsel for the foreign defendants in an effort to determine whether they had information regarding service on their foreign clients and whether they would be willing to waive insufficiency of service of process. None of the attorneys were able to confirm proper service of their clients. Also, even though each of the foreign defendants have already been provided notice of each of the actions (copies of the summonses and complaints have been delivered to the foreign defendants at the offices of their affiliates or corporate relatives in the United States), only Deutsche Bank AG London, Banc of America Securities Limited and

Coronets Limited Series 11<sup>1</sup> were willing to agree to waive insufficiency of service of process in each of the actions.

14. Based on Legal Language Services' correspondence with the Central Authorities in England, Switzerland (Geneva and Zurich), Germany and The Netherlands, we decided that the most prudent course of action was to re-serve each of the foreign defendants in each of the actions (with the exception of those defendants that waived insufficiency of service of process). Accordingly, since early May 2003, Legal Language Services has been working diligently with us to prepare all of the necessary documents to re-serve all of the foreign defendants in the two Abbey National actions and the two Internationale actions.

15. Legal Language Services has arranged for the xeroxing of another 36 copies of each of the sets of documents (in excess of 125,000 pages of documents) and is in the process of preparing certified French, German and Dutch translations of each of the documents to be served.<sup>2</sup> Legal Language Services also is in the process of completing proper Hague forms to accompany each of the sets of documents to be served on each of the defendants in each of the actions.

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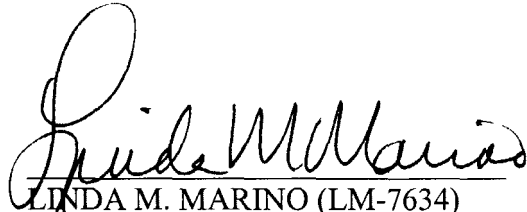
<sup>1</sup> Coronets Limited Series 11, a defendant in the Internationale actions only, was properly served by Legal Language Services in the Cayman Islands on April 3, 2003.

<sup>2</sup> Although Interserve was retained by us on behalf of plaintiffs to perform this work and provide these translations many months ago, Interserve has failed to provide us with certified copies of all of the translations of all of the relevant documents, despite repeated requests. Instead, Interserve has provided uncertified copies of some, but not all, of the translations. We have had to scan these hard copies of the uncertified translations and forward them to Legal Language Services whose staff has spent hours editing the scanned documents and has now forwarded them to translators for their review and use in creating certified translations of each of the documents.

16. Legal Language Services has informed us that as soon as all of the certified translations are completed, they will forward all of the documents to the appropriate Central Authorities for service on the foreign defendants. They anticipate forwarding the documents to the Central Authority in England for service on the English foreign defendants and to the Central Authority in Canada for service on Canadian Imperial Bank of Commerce within the next ten days.<sup>3</sup>

I hereby declare under penalty of perjury that the foregoing is true to the best of my knowledge, information and belief.

Dated: New York, New York  
June 9, 2003

  
LINDA M. MARINO (LM-7634)  
(212) 412-9520

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<sup>3</sup> Because the certificates of service provided to Legal Language Services by the Central Authority in Canada also do not indicate which documents were served and in which actions, we have requested that Legal Language Services re-serve defendant Canadian Imperial Bank of Commerce as well.